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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DELIA RAMIREZ-ORTIZ, individually, and on
behalf of all others similarly situated
Plaintiff,

vs.

SOUTHERN CALIFORNIA MEDICAL
CENTER, INC., a non-profit corporation; and
DOES 1 through 10, inclusive
Defendant.

CASE NO. 23STCV09332
Hon. David S. Cunningham III
Dept. SS-11

**DECLARATION OF ARRASH T.
FATTAHI IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

APPROVAL HEARING:

Date: July 28, 2026
Time: 11:00 a.m.
Dept: 11

Complaint Filed: 04/26/2023
First Amended Complaint: 09/06/2023

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1. I am admitted, in good standing, to practice as an attorney in the State of California, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiff Delia Ramirez-Ortiz (“Plaintiff”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

CASE BACKGROUND

3. Defendant is a business that provides healthcare services. Plaintiff worked for Defendant in California as an hourly-paid non-exempt employee from approximately November 2022 to approximately March 2023.

5. On or about April 26, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant Southern California Medical Center, Inc. (“SCMC”) on a class wide basis for (1) failure to pay minimum and straight time wages (Cal. Labor Code §§ 204, 1194, 1194.2, and 1197), (2) failure to pay overtime wages (Cal. Labor Code §§ 1194 and 1198), (3) failure to provide meal periods (Cal. Labor Code §§ 226.7, 512), (4) failure to authorize and permit rest periods (Cal. Labor Code §§ 226.7), (5) failure to timely pay final wages at termination (Cal. Labor Code §§ 201-203), (6) failure to provide accurate itemized wage statements (Cal. Labor Code § 226), (7) failure to indemnify employees for expenditures (Cal. Labor Code § 2802), and (8) unfair business practices (Cal. Bus. & Prof. Code §§ 17200, et seq.) (the "Original Complaint").

6. Thereafter, on or about September 6, 2023, Plaintiff filed a representative First Amended Complaint alleging causes of action against SCMC for (1) failure to pay minimum and straight time wages (Cal. Labor Code §§ 204, 1194, 1194.2, and 1197), (2) failure to pay overtime wages (Cal. Labor Code §§ 1194 and 1198), (3) failure to provide meal periods (Cal. Labor Code §§ 226.7, 512), (4) failure to authorize and permit rest periods (Cal. Labor Code §§ 226.7), (5) failure to timely pay final wages at termination (Cal. Labor Code §§ 201-203), (6) failure to provide accurate itemized wage statements (Cal. Labor Code § 226), (7) failure to indemnify employees for expenditures (Cal. Labor Code § 2802), (8) unfair business practices (Cal. Bus. & Prof. Code §§ 17200, et seq.), and (9) civil penalties under PAGA (Cal. Labor Code § 2699, et seq.) (the “Operative Complaint”). Thereafter, following a hearing on SCMC's motion to compel arbitration, the Court, in part, ordered that the class action claims be struck, with Plaintiff proceeding only as to her individual wage and hour claims and individual and non-individual PAGA claims.

7. On May 12, 2023, Plaintiff provided notice to the Labor & Workforce Development Agency (“LWDA”) and Defendant of the alleged violations described above, as required by Labor Code § 2699.3(a)(1)(A). A true and correct copy of Plaintiff’s PAGA notice is attached hereto as **Exhibit 1**. Pursuant to Labor Code § 2699.3(a)(2)(A), the LWDA had 65 calendar days to notify Plaintiff and Defendant whether it intended to investigate the alleged violations. However, the LWDA did not do so.

DISCOVERY AND INVESTIGATION

8. After Plaintiff filed her initial complaint, the Parties engaged in extensive settlement discussions. To facilitate settlement, Defendant provided Plaintiff with timekeeping and payroll data for a sampling of the aggrieved employees, and the applicable policies in effect during the relevant time period. Thereafter, the Parties engaged in extensive discussions about the factual and legal strengths (and weaknesses) of the claims and defenses.

SETTLEMENT NEGOTIATIONS

9. On September 26, 2024, the Parties and their counsel participated in private mediation with Mr. David Phillips, Esq. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation

1 willing to explore the potential for a settlement of the dispute, but each side was also prepared to
2 litigate their own position through trial and appeal if a settlement had not been reached. Although
3 Plaintiff and counsel were prepared to litigate the claims in this action, they support the
4 proposed Settlement as being in the best interests of the State of California and the aggrieved
5 employees.

6 PAGA Settlement

7 10. Ultimately, after an all-day mediation, the Parties agreed to settle the PAGA claim
8 for \$137,500.00 to resolve the PAGA Action, the scope of which includes all persons employed
9 by Defendant in California and classified as all current and former nonexempt employees
10 employed by SCMC in California during the period from May 12, 2022, through the Effective
11 Date, as defined in the Settlement Agreement,¹ unless Defendant elects to adjust the end date of
12 the PAGA Period so that the release covers no more than 12,958 pay periods, as prescribed in
13 Section 8 of the Settlement Agreement (the “PAGA Period”). There are approximately 457
14 aggrieved employees covered by the settlement. A true and correct copy of the Settlement executed
15 by the Parties, is attached hereto as **Exhibit 2**. Plaintiff submitted the Settlement to the LWDA
16 pursuant to Labor Code § 2699(s)(2). A true and correct copy of the submission confirmation my
17 office received after submitting the Settlement Agreement to the LWDA is attached hereto as
18 **Exhibit 3**. The Parties also agreed upon a Settlement Notice to be sent to the aggrieved employees
19 with payment after the Court enters a Judgment on its Order Approving the PAGA Settlement. A
20 true and correct copy of the Settlement Notice is attached hereto as **Exhibit 4**.

21 11. Before the Settlement, Plaintiff’s counsel conducted an investigation into the claims
22 alleged by Plaintiff, conducted legal research, and engaged in informal discovery. Based upon the
23 information obtained through discovery, Plaintiff’s counsel was able to act intelligently and
24

25
26 ¹ As defined in the Settlement Agreement, the “Effective Date” means “the date upon
27 which the later of the following has occurred: (i) the date each of the respective Courts have
28 entered an order approving of a joint stipulation of settlement or motion seeking approval of the
settlements in the various underlying matters in the Action, as identified by case numbers herein,
or (ii) the date the time to appeal or seek permission to appeal or seek other judicial review of the
entry of a final judgment approving the settlements has expired with no appeal or other judicial
review having been taken or sought.” (Settlement Agreement, ¶ 1.9.)

effectively in negotiating the proposed Settlement.

ASSESSMENT OF AMOUNT IN CONTROVERSY AND RISKS OF CONTINUED
LITIGATION

12. Plaintiff and my firm remain confident of the merits of Plaintiff's claims. Plaintiff's allegation that Defendant failed to pay Plaintiff and the aggrieved employees all their owed wages is based on Defendant's failure to pay employees for work performed "off-the-clock." With respect to the meal period allegation, Plaintiff contends that employees, including herself, were not provided with California-compliant meal periods during the PAGA Period. Although Plaintiff contends that this allegation is meritorious, there is risk with this underlying claim, particularly because Defendant implemented meal period waivers throughout the covered period and the violation rate is low. With respect to the rest period allegation, Plaintiff alleges that Defendant lacked compliant policies providing rest periods and that Defendant failed to provide its employees with legally compliant rest periods. Again, despite Plaintiff's contention that this allegation is credible, proving rest period allegations is particularly difficult because rest periods do not have to be recorded and Defendant can argue that the aggrieved employees chose to voluntarily forego their rest periods. With respect to the unreimbursed business expenses allegation, Plaintiff alleges that Defendant required her and the other aggrieved employees to incur substantial expenses as a direct result of performing their job duties for Defendant. Defendant disputes this claim. With regard to Plaintiff's wage statement claim, Defendant argues that the wage statements issued to employees meet the requirements of Labor Code § 226(a).

13. Plaintiff believed there was a legitimate risk of the Court significantly reducing penalties given the technical nature of the alleged violations. Without this settlement, the Parties face preparation for trial, as well as extensive formal discovery efforts and depositions. As a result, the Parties would incur considerably more attorneys' fees and costs through trial. This settlement avoids those risks and the accompanying expense. Thus, this factor favors settlement approval.

14. My expert determined that there were 10,798 PAGA pay periods during the relevant time period which presented issues with regard to unpaid wages, meal period violations, rest period violations, and unreimbursed business expenses. Applying the \$100 "initial violation" penalty for

1 each of these pay periods, Defendant's potential PAGA exposure was \$1,079,800.00 (based on
2 10,798 pay periods). However, Plaintiff discounted this maximum exposure by 90% to account for
3 Defendant's contention that the underlying allegations lacked merit, Defendant's largely compliant
4 policies, Defendant's issuance of meal period premiums to aggrieved employees, Defendant's
5 implementation of meal period waivers throughout the liability period, the low violation rate for
6 meal periods (under 6.2%), the risk of not prevailing on the merits, and the Court's discretion in
7 reducing penalties. The estimated realistic total potential recovery is therefore \$107,980.00
8 (\$1,079,800.00 x 10%).

9 15. The proposed Settlement of \$137,500.00 therefore represents approximately
10 127.34% of Plaintiff's reasonably forecasted total recovery (\$137,500.00 / \$107,980.00). In this
11 case, continued litigation would delay payment to the LWDA and the aggrieved employees as they
12 await trial and, potentially, appellate proceedings. Furthermore, while Plaintiff is confident in the
13 merits of the case, a legitimate controversy exists as to each of the predicate Labor Code violations.
14 The possibility that the Court finds no liability at the PAGA bench trial is also a risk. In sum, when
15 the risks of litigation, the burdens of proof necessary to establish liability, and the probability of
16 appeal of a favorable judgment are balanced against the merits of Plaintiff's claims, it is clear the
17 settlement amount is fair. Further, because of the proposed Settlement, the aggrieved employees
18 will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

19 16. If the Court approves the terms of the Settlement, each aggrieved employee's
20 payment will average approximately \$30.90 and approximately \$42,358.43 will go to the LWDA.
21 In reality, the amount provided to each aggrieved employee will vary depending on the length of
22 their employment with Defendant and the total number of aggrieved employees.

23 PAGA REPRESENTATIVE SERVICE AWARD

24 17. The Settlement provides for a PAGA Representative Service Award to Plaintiff in
25 an amount not to exceed \$10,000.00. (Settlement, ¶ 3.2.1.) The requested service award is intended
26 to recognize: (1) the substantial time and effort that Plaintiff has expended on behalf of the State
27 of California and aggrieved employees; (2) the risks faced by Plaintiff as a result of bringing this
28 action; (3) the fact that Plaintiff put the interests of the State of California and other aggrieved

employees ahead of her own; and (4) the substantial benefit conferred upon the State and the aggrieved employees as a result of Plaintiff's actions.

18. Plaintiff has spent numerous hours performing tasks for this case, including, but not limited to, the following: consulting with counsel over the telephone; searching for and producing relevant documents; reviewing documents produced by Defendant and settlement documents; keeping informed of the developments in the case; and participating in decisions concerning the case, including mediation and settlement. As a result of her efforts, the LWDA and approximately 457 aggrieved employees will receive compensation for civil penalties for Defendant's alleged violations of the Labor Code.

19. Plaintiff put herself at significant risk in pursuing this action on behalf of the State of California, as serving as a Plaintiff in a representative action could affect her prospects for future employment. Plaintiff also placed herself at substantial risk because, if Defendant were to prevail in this action, Plaintiff could be liable for Defendant's costs and attorneys' fees.

20. In short, this action would not have been possible without the aid of Plaintiff, who put her own time and effort into this litigation and placed herself at risk for the sake of the State of California and the aggrieved employees.

ATTORNEYS' FEES AND COSTS

21. The Settlement provides for a payment of attorneys' fees in the amount of \$45,833.33 and up to \$25,000.00 in costs to Plaintiff's counsel. As of the filing date, Plaintiff's counsel's total lodestar is \$64,585.00, which is based upon 84.4 hours of attorney time at customary hourly rates. Thus, Plaintiff's request for \$45,833.33 in attorneys' fees is reasonable under the lodestar method.

22. The efforts expended by Plaintiff's counsel to achieve this excellent result include, but are not limited to, the following: interviews with Plaintiff and review of documents provided by Plaintiff and Defendant; preparing and revising the complaint; filing the complaints; litigating a motion to compel arbitration; investigating and researching the claims; analyzing the timekeeping and payroll records produced by Defendant in advance of mediation; preparing a mediation brief; participating in mediation; drafting, negotiating, and revising the Settlement Agreement;

communicating with the proposed Settlement Administrator; and drafting this Motion and supporting papers.

23. The regular and customary practice at Wilshire Law Firm, PLC is for all attorneys to maintain contemporaneous time records setting forth the amount of time spent (rounded to the nearest 0.1 hour) on each task in each case, with explanatory descriptions of each task performed. To calculate my firm's lodestar for this case, I reviewed the time records and exercised discretion in eliminating excessive entries. Using these time records, my office derived the following summary chart of timekeeping activities of the attorneys working on this case:

Attorney	Hours	Rate	Lodestar
Arrash T. Fattahi	52.1	\$850	\$44,285.00
Arman A. Salehi	23.3	\$600	\$13,980.00
John O. Bishay	3.8	\$500	\$1,900.00
Emily Borman	5.2	\$850	\$4,420.00
Total:	84.4		\$64,585.00

24. There are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Plaintiff's counsel's request for attorneys' fees.

25. We can provide complete, detailed billing records in the event the Court requests them but would request the opportunity to redact attorney-client privileged information and any other privileged information.

26. Additional time will be required by Plaintiff's counsel to monitor the settlement and respond to inquiries and oversee administration of the settlement and distribution of the fund. I estimate that my office will commit no less than ten hours to those tasks and have included those hours above.

27. As of the drafting of this Motion, my office has incurred \$18,938.77 in expenses litigating this action. Plaintiff's counsel was required to expend the funds prosecuting this case to a successful resolution on, among other things, court filing fees, document service, mediator cost, postage, and copying. Additionally, we anticipate incurring \$300.00 in anticipated future costs for

1 filing fees, messenger costs, and copying costs following the Court's Order re: Plaintiff's Motion
2 to Approve PAGA Settlement, and request reimbursement of such as well. Therefore, Plaintiff
3 seeks to recover \$19,238.77 for total costs. These expenses were reasonably necessary to the
4 litigation and were actually incurred by my office. Because the amount sought is less than the
5 amount allotted in the Settlement Agreement (\$25,000.00), the difference between those figures
6 (\$5,761.23), will revert to the Net Settlement Amount. A true and correct copy of Wilshire Law
7 Firm, PLC's incurred costs for this matter are attached hereto as **Exhibit 6**.

8 EXPERIENCE AND QUALIFICATIONS

9 28. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World
10 Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of over
11 120 attorneys and over 600 employees. Wilshire Law Firm, PLC is actively and continuously
12 practicing in employment litigation, representing employees in both individual and class actions
13 in both state and federal courts throughout California.

14 29. Wilshire Law Firm, PLC is qualified to handle this Action because its attorneys are
15 experienced in litigating Labor Code violations in both individual, class action, and representative
16 action cases. Wilshire Law Firm, PLC has handled, and is currently handling, numerous wage and
17 hour class action lawsuits, as well as class actions involving consumer rights and data privacy
18 litigation.

19 30. I graduated from the University of California, Los Angeles with a Bachelor of Arts
20 in Political Science, summa cum laude. I received my Juris Doctor from The George Washington
21 University Law School. During law school, I was a member of the student editorial board for the
22 Federal Circuit Bar Journal.

23 31. My practice is focused on advocating for the rights of consumers and employees in
24 class action litigation and appellate litigation. I am currently the primary attorney in charge of
25 litigating several class action cases in state and federal courts across the United States.

26 32. As the attorney responsible for day-to-day management of this matter at the
27 Wilshire Law Firm, PLC, I have over five years of experience litigating wage and hour class
28 actions. Over the last five plus years, I have managed and assisted with the litigation and settlement

1 of several wage and hour class actions. In those class actions, I performed similar tasks as those
2 performed in the course of prosecuting this action.

3 33. I was also selected as a “Southern California Rising Star” in 2025 and 2026.

4 34. My current contingent billing rate of \$850.00 per hour is consistent with the legal
5 market, accepted hourly rates, and my expertise and knowledge as it pertains to wage and hour
6 matters. Below is a non-exhaustive list of the cases where I have been appointed as class counsel
7 in my own right (as opposed to being part of a firmwide appointment of counsel):

- 8 a. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357;
9 Motion for Final Approval granted on January 31, 2023.
- 10 b. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-
11 01916; Motion for Final Approval granted on March 3, 2023.
- 12 c. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987;
13 Motion for Final Approval granted on May 3, 2023.
- 14 d. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-
15 CUOE-CTL; Motion for Final Approval granted on May 30, 2023.
- 16 e. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-2021-
17 00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.
- 18 f. *Garduno v. New Generation Framing, Inc.*, et al., Stanislaus County, Case No. CV-
19 21-000544; Motion for Final Approval granted on August 11, 2023.
- 20 g. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No.
21 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- 22 h. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No.
23 CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- 24 i. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261;
25 Motion for Final Approval granted on October 17, 2023.
- 26 j. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion
27 for Final Approval granted on November 2, 2023.
- 28 k. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-00010314-

CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.

- l. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino County, Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
- m. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520; Motion for Final Approval granted on February 22, 2024.
- n. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No. CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- o. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- p. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.
- q. *Snell v. Shasta Community Health Center*, Shasta County, Case No. CVCV22-199416; Motion for Final Approval granted on November 12, 2024.
- r. *Arce v. Sammy's Woodfired Pizza*, San Diego County, Case No. 37-2023-00037670-CU-OE-CTL; Motion for Final Approval granted on January 10, 2025.
- s. *Ochoa, et al. v. La Tavola, LLC*, Napa County, Case No. 22CV000862; Motion for Final Approval granted on January 23, 2025.
- t. *Brown, et al. v. Fidelity Security Services, Inc.*, Los Angeles County, Case No. 21STCV31617; Motion for Final Approval granted on January 28, 2025.
- u. *Torres v. Lupton Excavation, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00317401-CU-OE-GDS; Motion for Final Approval granted on April 18, 2025.
- v. *Peterson v. PJ Printers*, Orange County Superior Court, Case No. 30-2022-01247546-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.
- w. *Harris v. D&D Gear Incorporated dba Absolute Technologies, Inc.*, Orange County Superior Court, Case No. 30-2021-01222330-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.
- x. *Guarista, et al. v. Urologic Institute of the High Desert, Inc.*, San Bernardino

County Superior Court, Case No. CIVSB2125029; Motion for Final Approval granted on June 17, 2025.

y. *Carbajal v. Mattco Forge, Inc.*, Los Angeles County Superior Court, Case No. 23STCV12264; Motion for Final Approval granted on July 28, 2025.

z. *Martinez v. Corticare, Inc.*, San Diego County Superior Court, Case No. 37-2023-00055906-CU-OE-CTL; Motion for Final Approval granted on November 21, 2025.

35. Emily Borman is a Junior Partner at Wilshire Law Firm, PLC. She was admitted to practice law in the State of California in May 2015. Ms. Borman graduated from Cornell University with a Bachelor of Science in Development Sociology and a Minor in Applied Economics and Management. While at Cornell she was inducted into the Alpha Kappa Delta International Honor Society. Ms. Borman received her Juris Doctor from University of California Law San Francisco (formerly UC Hastings). Since graduating, her practice has been in employment law, including Plaintiff-side wage and hour cases. Ms. Borman has received numerous awards for her legal work. In 2021 and from 2023 to 2025, Super Lawyers selected her as a “Southern California Rising Star.” Ms. Borman was selected as one of the “Best Lawyers in America” from 2021 to 2025. Ms. Borman’s contingent hourly rate for this matter is \$850.00.

36. Arman A. Salehi is a third-year Associate Attorney at Wilshire Law Firm, PLC. He is admitted to practice law in the State of California and the Central and Northern Districts of California. Arman graduated from the University of California, Los Angeles with a Bachelor of Arts in Sociology. He received his Juris Doctor from the University of California College of the Law, San Francisco (formerly known as UC Hastings). Since November 2023, his practice has mainly been focused on wage and hour class action litigation. His contingent hourly rate for this matter is \$600 per hour.

37. John Bishay is a second-year Associate Attorney at Wilshire Law Firm, PLC. He is admitted to practice law in the State of California and the United States District Courts for the Central and Eastern Districts of California. John graduated from the University of California, Riverside with a Bachelor of Arts in Philosophy, and received his Juris Doctor from the Chapman University Dale E. Fowler School of Law. Since his admission to the State Bar, his practice has

1 been devoted to wage and hour class and representative action. His contingent hourly rate for this
2 matter is \$500 per hour.

3 38. In support of the reasonableness of WLF's hourly rates, attached as **Exhibit 7** is a
4 true and correct excerpt from the *2025 Real Rate Report* published by Wolters Kluwer. The Real
5 Rate Report is widely relied upon in the legal industry because it is derived from anonymized
6 billing data taken from actual law firm invoices that were submitted to clients and approved for
7 payment, rather than from voluntary surveys or self-reported rates. Although the report refers to
8 "2025" rates, the data reflects rates charged by law firms during the first half of 2024 and therefore
9 represents the most recent available objective evidence of prevailing market rates.

10 a. The report provides rate information filtered by geographic market, practice type,
11 and timekeeper role. Page 33 of the report reflects rates drawn from 565 partners
12 and 518 associates practicing in Los Angeles. In that dataset, the third-quartile
13 hourly rate is \$1,365 for partners and \$982 for associates. These figures confirm
14 that Los Angeles is a high-rate legal market and that experienced litigation partners
15 routinely bill in excess of \$1,300 per hour based on rates actually paid by clients in
16 2024. The Real Rate Report further shows that in the San Diego market, partners
17 with 21 or more years of experience command third-quartile billing rates of
18 approximately \$1,334 per hour, confirming that highly experienced litigators in
19 major California markets routinely bill at the upper end of the rate spectrum.

20 b. The 2025 Real Rate Report's practice-area-specific data further supports this
21 conclusion. Page 81 provides third-quartile rates for the detailed practice category
22 "Employment and Labor: Other Litigation," which is directly analogous to the type
23 of work performed in this case. That dataset includes 24 partners and 14 associates
24 and shows a third-quartile rate of \$1,252 per hour for partners and \$564 per hour
25 for associates. These figures demonstrate that even within the specialized
26 employment litigation market, partners regularly bill well above \$1,200 per hour
27 based on rates actually charged to clients. When this practice-specific benchmark is
28 considered together with the broader regional market data, it confirms that WLF's

hourly rate for highly experienced counsel in a representative employment action falls within the upper range of prevailing market rates rather than outside it.

39. In an article entitled “Big Law Rates Topping \$2,000 Leave Value ‘In Eye of Beholder,’” written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the \$2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 8**.

40. Plaintiff’s counsel elected to bear the contingency risk of this litigation for the benefit of the aggrieved employees, as well as for the State of California (who elected not to take the case after receiving the PAGA notice).

41. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken in litigating this case. Indeed, we have taken on a number of class action cases that have resulted in thousands of attorney hours being expended and ultimately having certification denied or the defendant company going bankrupt. The contingent risk in these types of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

42. In the high-risk, high-cost practice of class action and PAGA litigation, Wilshire Law Firm, PLC has endured financial losses in several of its cases. I believe that the particular risk of taking on this high-cost, high-risk case supports an upward adjustment of the lodestar calculation.

43. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Wilshire Law Firm, PLC represents all of its employment law clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients’ cases. Because Wilshire Law Firm, PLC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, we receive less than the amount of attorneys’ fees negotiated with

1 defendant. It is therefore essential that we recover our requested fees when we settle cases if we
2 are to remain in practice so as to be able to continue representing other individuals in civil rights
3 employment disputes.

4 44. I am informed and believe that the efforts of my office have resulted in substantial
5 benefits to the aggrieved employees and the State of California. Through the efforts of my office
6 and Plaintiff in this case, a fair and reasonable resolution has been reached. I am informed and
7 believe that, without the efforts of my office, the Labor Code and Wage Order violations alleged
8 in the complaint would have gone completely unremedied. The attorneys' fees award provided for
9 in the settlement is therefore reasonable given the result achieved.

10 ADMINISTRATOR

11 45. The Parties propose using Phoenix Class Action Administration Solutions to
12 administer the Settlement. The Settlement Administrator Costs in the amount of \$5,950.00 are
13 reasonable, given the tasks to be performed by the Settlement Administrator, including, but not
14 limited to, the following duties: mailing and re-mailing (if necessary) checks to approximately 457
15 aggrieved employees and the LWDA; establishing a Qualified Settlement Fund; preparing and
16 submitting to aggrieved employees and government entities all appropriate tax filings and forms;
17 distributing the PAGA Representative Service Award and attorneys' fees and costs; keeping the
18 Parties timely apprised of the performance of all obligations under the Settlement; and voiding
19 uncashed or undeliverable checks to issue those funds to the California Controller's Unclaimed
20 Property Fund. Plaintiff respectfully requests that the Court approve the requested costs. A true
21 and correct copy of Phoenix Class Action Administration Solutions' estimate for administration
22 costs is attached hereto as **Exhibit 9**.

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NO CONFLICTS

46. Wilshire Law Firm, PLC has no actual or potential conflicts of interest with any aggrieved employee or the Settlement Administrator, Phoenix Class Action Administration Solutions.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on March 19, 2026, at Los Angeles, California.



Arrash T. Fattahi

EXHIBIT 1

WILSHIRE LAW FIRM, PLC

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Daniel Kramer, Esq.
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Arrash T. Fattahi, Esq.
Zachary D. Greenberg, Esq.
Aram Boyadjian, Esq.

May 12, 2023

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Southern California Medical Center, Inc.
14550 Haynes Street
Van Nuys, CA 91411
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 0532 49

Steven R. Sanzo
Agent for Service of Process for:
Southern California Medical Center, Inc.
14550 Haynes Blvd.
Van Nuys, CA 91411
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 0532 56

Re: ***Delia Ramirez-Ortiz v. Southern California Medical Center, Inc.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Delia Ramirez-Ortiz ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employer, Southern California Medical Center, Inc. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's Aggrieved Employees.

Plaintiff wishes to pursue this action on behalf of herself as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendant in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiff's Employment with Defendant

Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Plaintiff Delia Ramirez-Ortiz is a resident of Los Angeles County, California who worked for Defendant in Los Angeles County, California as a salaried, non-exempt employee from approximately November 2022 to approximately March 2023. Defendant typically scheduled Plaintiff to work five days in a workweek and at least eight hours per day, from approximately 8:15 a.m. to 5:30 p.m., but Plaintiff often worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Plaintiff's employment, Defendant failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendant terminated her employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required Plaintiff and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to perform while clocked out for lunch or before or after clocking in and out for work. Some of this

unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free meal periods. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendant's policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is

entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendant has wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties

provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time

of discharge, or within seventy-two (72) hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that

were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including but not limited to cell phone expenses, mileage expenses, and office supplies. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiff and the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;

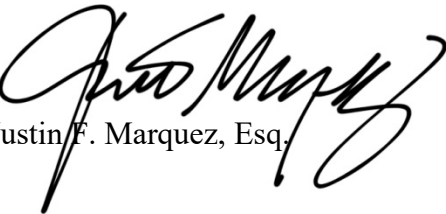
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. Labor Code § 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



Justin F. Marquez, Esq.

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Delia Ramirez-Ortiz ("Plaintiff") and defendant Southern California Medical Center, Inc. ("SCMC"). The Agreement refers to Plaintiff and SCMC collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's Private Attorneys General Act and individual wage and hour action against SCMC, captioned *Delia Ramirez-Ortiz v. Southern California Medical Center, Inc., et al.* (Los Angeles County Superior Court Case No. 23STCV09332) initiated on April 26, 2023 (the "Action"), pending in the Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means and refers to all current and former nonexempt employees employed by SCMC in California during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in SCMC's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of pay periods, as applicable.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defense Counsel" means Roger M. Mansukhani and Emma R. Horner of Gordon Rees Scully Mansukhani, LLP.

1.9. "Effective Date" means and refers to the date upon which the later of the following has occurred: (i) the date each of the respective Courts have entered an order approving of a joint stipulation of settlement or motion seeking approval of the settlements in the various underlying matters in the Action, as identified by case numbers herein, or (ii) the date the time to appeal or seek permission to appeal or seek other judicial review of the entry of a final judgment approving the settlements has expired with no appeal or other judicial review having been taken or sought.

1.10. "Gross Settlement Amount" means \$137,500, which is the total amount SCMC agrees to pay under the Settlement. This constitutes the maximum and minimum amount that SCMC will be obligated to pay as related to the Released Claims. The Gross Settlement Amount will be used

to pay Individual PAGA Payments, the LWDA PAGA Payment, Attorneys' Fees, Attorneys' Costs, Plaintiff's Service Award, and the Settlement Administrator Costs. The Gross Settlement Amount shall be all-in with no reversion to SCMC.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm, PLC, the attorneys representing the Plaintiff in the Action.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for SCMC for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from May 12, 2022 through the Effective Date, subject to the terms in Section 8 below.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. "PAGA Notice" means Plaintiff's May 12, 2023 letter to SCMC and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,679.17) and the 75% to LWDA (\$38,037.50) in settlement of PAGA claims.

1.23. "Plaintiff" means Delia Ramirez-Ortiz, the named plaintiff in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement..

1.25. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.26. "Released Parties" means SCMC and its parents, subsidiaries, directors, owners, shareholders, officers, agents, attorneys, insurers (including, but not limited to, insurers and reinsurers), servants, joint employers, and employees, past and present, and each of them and anyone acting in concert with the foregoing

1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.28. "SCMC" means named Defendant Southern California Medical Center, Inc.

2. RECITALS.

2.1. On or about April 26, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against SCMC on a classwide basis for (1) failure to pay minimum and straight time wages (Cal. Labor Code §§ 204, 1194, 1194.2, and 1197), (2) failure to pay overtime wages (Ca. Labor Cod §§ 1194 and 1198), (3) failure to provide meal periods (Cal. Labor Code §§ 226.7, 512), (4) failure to authorize and permit rest periods (Cal. Labor Code §§ 226.7), (5) failure to timely pay final wages at termination (Cal. Labor Code §§ 201-203), (6) failure to provide accurate itemized wage statements (Cal. Labor Code § 226), (7) failure to indemnify employees for expenditures (Cal. Labor Code § 2802), and (8) unfair business practices (Cal. Bus. & Prof. Code §§ 17200, et seq.) (the "Original Complaint").

Thereafter, on or about September 6, 2023, Plaintiff filed a representative First Amended Complaint alleging causes of action against SCMC for (1) failure to pay minimum and straight time wages (Cal. Labor Code §§ 204, 1194, 1194.2, and 1197), (2) failure to pay overtime wages (Ca. Labor Cod §§ 1194 and 1198), (3) failure to provide meal periods (Cal. Labor Code §§ 226.7, 512), (4) failure to authorize and permit rest periods (Cal. Labor Code §§ 226.7), (5) failure to timely pay final wages at termination (Cal. Labor Code §§ 201-203), (6) failure to provide accurate itemized wage statements (Cal. Labor Code § 226), (7) failure to indemnify employees for expenditures (Cal. Labor Code § 2802), (8) unfair business practices (Cal. Bus. & Prof. Code §§ 17200, et seq.), and (9) civil penalties under PAGA (Cal. Labor Code § 2699, et seq.). The Original Complaint and First Amended Complaint are collectively the operative complaint in the Action (the "Operative Complaint"). SCMC denies the allegations in the Operative Complaint and denies any and all liability for the causes of action alleged. Thereafter, following a hearing on SCMC's motion to compel arbitration, the Court, in part, ordered that the class action claims be struck, with Plaintiff proceeding only as to his individual wage and hour claims and individual and non-individual PAGA claims.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to SCMC and the LWDA, among others, by sending the PAGA Notice.

2.3. On September 26, 2024, the Parties participated in an all-day mediation presided over by David Phillips which led to this Agreement to settle the Action.

- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, documents and information, including but not limited to SCMC's written policies and practices, information relating to the size of the Aggrieved Employees, number of pay periods worked, as well as a sampling of payroll and timekeeping records.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, SCMC promises to pay \$137,500.00 and no more as the Gross Settlement Amount. SCMC has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to SCMC.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiff: PAGA Representative Service Payment to the PAGA Representative of not more than \$10,000.00 (in addition to any Individual PAGA Payment the PAGA Representative is entitled to receive as an Aggrieved Employee). SCMC will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. As part of the motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any PAGA Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Service Payment.
 - 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third which is currently estimated to be \$45,833.33, and PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00. SCMC will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and

liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds SCMC harmless, and indemnifies SCMC, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,716.67 to be paid from the Gross Settlement Amount, with 75% (\$38,037.50) allocated to the LWDA PAGA Payment and 25% (\$12,679.17) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,679.17) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, at the time of the mediation of the matter on September 26, 2024, SCMC estimated there were about 457 Aggrieved Employees who worked approximately 10,798 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 14 days of the Effective Date, SCMC will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. SCMC has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which SCMC must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3. Funding of Gross Settlement Amount. SCMC shall fully fund the Gross Settlement Amount, by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after SCMC funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment and the PAGA Representative Service Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
 - 4.4.4. The payment of Individual PAGA Payments shall not obligate SCMC to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASES OF CLAIMS.** Effective on the date when SCMC fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follow:
 - 5.1. Plaintiff's Release. Plaintiff and Plaintiff's respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or

actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that

they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, SCMC estimates that, at the time of the mediation of this matter, it was estimated that there were about 457 Aggrieved Employees who worked approximately 10,798 pay periods. If the Pay Period number increases by more than 20% of the estimate stated herein by the end of the PAGA Period (e.g., if the pay period number exceeds the 20% escalator clause/is greater than 12,958 pay periods), SCMC will either: (a) increase the Gross Settlement Amount proportionately for the number of pay periods in excess of the 20% threshold; or (b) adjust the end date of the PAGA Period so that the release covers no more

than 12,958 pay periods and the Gross Settlement Amount remains \$137,500. Such decision between options (a) and (b) remains in the sole discretion of SCMC. The Parties agree that the pay period value is \$12.73 per pay period (\$137,500.00 / 10,798 pay periods).

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. **ADDITIONAL PROVISIONS.**

- 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by SCMC that any of the allegations in the Operative Complaint have merit or that SCMC has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that SCMC's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, SCMC reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest SCMC's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and SCMC, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the

Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, SCMC nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11. Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by SCMC in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from SCMC unless, prior to the Administrator's payment of all Settlement Funds, SCMC makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

- 10.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Arrash T. Fattahi
Arman A. Salehi
Wilshire Law Firm, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Tel: (213) 784-3830 | Fax: (213) 381-9989
arrash.fattahi@wilshirelawfirm.com
arman.salehi@wilshirelawfirm.com

To SCMC: Roger M. Mansukhani
Emma R. Horner
Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
Tel: (213) 576-5000 | Fax: (213) 680-4470
rmansukhani@grsm.com
ehorner@grsm.com
cc: mxdiaz@grsm.com

- 10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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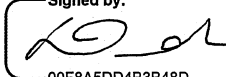
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- 10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: 10/4/2025

PLAINTIFF

Signed by:

00F8A5DD4B3B48D

Delia Ramirez-Ortiz

Dated: 10/8/25

SOUTHERN CALIFORNIA MEDICAL CENTER,
INC.

By: 
ARA BAGHDASARIAN

Its: CEO

EXHIBIT 3



Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Thu 3/19/2026 6:06 PM

To Theresa Chan <theresa.chan@wilshirelawfirm.com>

03/19/2026 06:06:04 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 03/19/2026 06:06:04 PM your Proposed Settlement was successfully processed for case number LWDA-CM-954794-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Ctheresa.chan%40wilshirelawfirm.com%7Cc125e63692924974106708de861ce47c%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639095655823383178%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOljoitWFpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sddata=Pw8S6eqXimnGWRDdtYjzE4rdMWhXM%2BK3RcKPNPSR68%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C02%7Ctheresa.chan%40wilshirelawfirm.com%7Cc125e63692924974106708de861ce47c%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639095655823383178%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOljoitWFpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sddata=Pw8S6eqXimnGWRDdtYjzE4rdMWhXM%2BK3RcKPNPSR68%3D&reserved=0)

EXHIBIT 4

To: «FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

Enclosed please find a check in the amount of **[INDIVIDUAL SETTLEMENT SHARE]**.

You are receiving this check because of a lawsuit filed by Delia Ramirez-Ortiz ("Plaintiff") against Southern California Medical Center, Inc. ("Defendant") in Los Angeles County Superior Court, Case No. 23STCV09332, for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("PAGA") (the "Action").

The PAGA allowed Plaintiff to attempt to stand in the shoes of the government and to seek penalties on behalf of the government and non-exempt employees who worked for Defendant whom Plaintiff claims were "aggrieved" by Defendant's alleged failures to comply with certain wage-and-hour laws.

Defendant strongly denies these claims and maintains that it fully complied with all applicable wage-and-hour laws. Nevertheless, to avoid further costs and uncertainty from further litigation, the parties agreed to settle the Action. The settlement covers Defendant and each of its former and present parents, subsidiaries, directors, owners, shareholders, officers, agents, attorneys, insurers (including, but not limited to, insurers and reinsurers), servants, joint employers, and employees, past and present, and each of them and anyone acting in concert with the foregoing (all of whom are referred to here as the "Released Parties"). By settling the Action, Defendant and the Released Parties are not admitting they have done anything wrong, and they deny that they owe any penalties to the government or to you.

On **[insert date]**, the Court approved the settlement and release of claims described herein. A portion of the settlement is being paid to the government and a portion is being paid to each non-exempt employee who worked for Defendant in California between **May 12, 2022 and [insert date]** (the "Aggrieved Employees"). You are receiving a portion of the settlement because Defendant's records indicate that you worked for Defendant for some time between **May 12, 2022 and [insert date]**.

You will not be retaliated against for cashing the check, if you choose to do so. Checks that are not cashed within 180 days of issuance shall be sent to the California Controller's Unclaimed Property Fund. Regardless of what you do with the check issued to you, by law and Court order, you have released the Released Parties from the released claims as described herein.

You are to assume full responsibility and liability for any taxes owed on your individual payment, and the parties do not provide you with any advice or guidance on same.

This settlement bars you and other Aggrieved Employees, for the period of **May 12, 2022 through [insert date]**, from pursuing all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice(s) and ascertained in the course of the Actions including, but not limited to, any claims for civil penalties based on Defendant's alleged: (a) failure to pay minimum, straight time, and overtime wages; (b) failure to provide legally compliant meal periods; (c) failure to authorize and permit rest periods; (d) failure to pay all earned wages twice per month; (e) failure to maintain accurate records; (f) failure to timely pay final wages at termination; (g) failure to provide accurate itemized wage statements; and (h) failure to indemnify for expenditures.

Please do not call or write to the Court or Office of the Clerk of Court to ask questions about the settlement.

If you have any questions, you may call or write to [insert], at the following: [insert address and telephone number for Administrator's contact person]

EXHIBIT 6

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

2/20/2026
Accrual Basis

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
COS					
Legal Expenses Fees					
	5/13/2023		PAGA Fee	\$75.00	\$75.00
	12/14/2023	310271	Case Anywhere Fee	\$150.42	\$150.42
	3/18/2024	320086	Case Anywhere Fee	\$171.00	\$171.00
	6/6/2024	330715	Case Anywhere Fee	\$153.00	\$153.00
	9/5/2024	341943	Case Anywhere Fee	\$147.00	\$147.00
	12/6/2024	353281	Case Anywhere Fee	\$147.00	\$147.00
	4/1/2025	374369	Case Anywhere Fee	\$153.00	\$153.00
	4/4/2025	387519	Case Anywhere Fee	\$49.00	\$49.00
	6/1/2025	399479	Case Anywhere Fee	\$49.00	\$49.00
	6/2/2025	411535	Case Anywhere Fee	\$49.00	\$49.00
	4/4/2023	848097210	Legal Research	\$46.91	\$46.91
	1/4/2024	849525394	Legal Research	\$140.33	\$140.33
	2/6/2024	849678723	Legal Research	\$65.48	\$65.48
	3/8/2024	849827195	Legal Research	\$72.26	\$72.26
Total LEGAL EXPENSES FEES				\$1,468.40	\$1,468.40
Expert Fees					
	10/9/2024	11191	Expert Fees	5,130.00	5,130.00
Total EXPERT FEES				5,130.00	\$6,598.40
Mediation Fees					
	12/18/2023	55767	Mediation Fee	\$7,450.00	\$7,450.00
Total MEDIATION FEES				\$7,450.00	\$14,048.40
Process Service Fees					
	4/27/2023		Attorney Services	\$1,494.99	\$1,494.99
	5/10/2023		Attorney Services	\$9.40	\$9.40
	3/8/2024		Attorney Services	\$7.00	\$7.00
	6/6/2024	22148199(2)	Attorney Services	\$1.00	\$1.00
	6/6/2024	22399676(2)	Attorney Services	\$1.00	\$1.00
	5/18/2023	59450	Attorney Services	\$45.00	\$45.00
	6/22/2023	20605747	Attorney Services	\$18.69	\$18.69
	6/22/2023	20656526	Attorney Services	\$173.11	\$173.11
	6/22/2023	20659700	Attorney Services	\$18.69	\$18.69
	9/6/2023	21151475	Attorney Services	\$18.69	\$18.69
	9/14/2023	21212951	Attorney Services	\$18.69	\$18.69

	9/21/2023	21260355	Attorney Services	\$18.69	\$18.69
	9/26/2023	21288191	Attorney Services	\$18.69	\$18.69
	11/3/2023	21565841	Attorney Services	\$18.69	\$18.69
	12/27/2023	21899161	Attorney Services	\$18.69	\$18.69
	1/5/2024	21954223	Attorney Services	\$18.69	\$18.69
	2/1/2024	22148199	Attorney Services	\$19.71	\$19.71
	3/7/2024	22399676	Attorney Services	\$19.71	\$19.71
	2/25/2025	24794443	Attorney Services	\$45.12	\$45.12
	6/24/2025	25681609	Attorney Services	\$23.44	\$23.44
	5/18/2023	59369	Attorney Services	\$159.20	\$159.20
	9/24/2024	INV117243-01-01	Attorney Services	\$2,210.00	\$2,210.00
	1/30/2026	CC013126TA-2479	Attorney Services	\$24.53	\$24.53
	10/7/2025	CC103125TA-0641	Attorney Services	\$45.12	\$45.12
	11/21/2025	CC113025TA-2314	Attorney Services	\$23.44	\$23.44
	7/1/2025	423894	Attorney Services	\$55.00	\$55.00
	8/4/2025	436458	Attorney Services	\$49.00	\$49.00
	9/2/2025	449018	Attorney Services	\$49.00	\$49.00
	10/1/2025	461764	Attorney Services	\$49.00	\$49.00
	11/3/2025	474705	Attorney Services	\$55.00	\$55.00
	12/1/2025	487577	Attorney Services	\$55.00	\$55.00
	1/2/2026	500586	Attorney Services	\$49.00	\$49.00
	2/1/2026	513849	Attorney Services	\$55.00	\$55.00
Total PROCESS SERVICE FEES				\$4,885.98	\$18,934.38
Other Costs					
	3/21/2023	E-3128785	DocuSign Envelope	\$1.89	\$1.89
	4/3/2023	E-3045523	Printing Cost	\$2.00	\$2.00
	3/31/2023	E-3044660	Printing Cost	\$0.50	\$0.50
Total OTHER COSTS				\$4.39	\$18,938.77
TOTAL					\$18,938.77

EXHIBIT 7



ELM Solutions

2025 Real Rate Report[®] powered by LegalVIEW[®] DynamicInsights

The industry's leading
analysis of law firm rates,
trends, and practices

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NOTE:

You may experience an issue that can sometimes occur in PDF viewer. Thin lines (like table borders) may appear to “disappear” or look broken when zoomed out in a PDF viewer. This is usually a display/rendering issue rather than a problem with the actual content of the PDF.

Solution:

- Open the PDF in Acrobat and go to Edit > Preferences > Page Display.
- Uncheck Enhance thin lines (if it's checked).
- Restart Acrobat and reopen the PDF.

A Letter to Our Readers

Welcome to the latest edition of the Real Rate Report®, the legal industry's most trusted benchmark for legal billing rates.

Since 2010, the Real Rate Report has helped legal departments and law firms make smarter decisions about pricing, resourcing, and vendor management. That hasn't changed. What has changed is how we deliver those insights.

This year, the Real Rate Report is powered by LegalVIEW® DynamicInsights—our new digital-first platform that brings the same trusted LegalVIEW data to life in a more interactive, flexible, and timely way. Leveraging Wolters Kluwer's LegalVIEW database, with over \$200B in anonymized, approved, invoice data, LegalVIEW DynamicInsights offers dynamic filters, quarterly updates, and calendar-year alignment to help users tailor benchmarks to their unique needs, on demand.

The Real Rate Report remains a vital snapshot of the market, and we know many of you rely on it as a reference tool. But DynamicInsights goes further. It enables deeper exploration of rate trends by role, experience, geography, practice area, industry, and more. Whether you're negotiating rates, evaluating law firm performance, or planning budgets, DynamicInsights gives you the agility and precision today's legal environment demands.

As always, we welcome your feedback and thank our data contributors for making this work possible. We're proud to be your partner in legal analytics and look forward to continuing to deliver insights that drive better business outcomes.

Sincerely,



Brian Jorgenson

Vice President, Product Management
Wolters Kluwer ELM Solutions

Real Rate Report Overview

The Real Rate Report is powered by LegalVIEW DynamicInsights, a web-based solution that delivers dynamic, invoice-backed insights through approved legal billing rates. It enables legal professionals to analyze rate trends by role, experience, industry, geography, practice area, and more using the world's largest repository of legal spend data.

DynamicInsights leverages the same trusted LegalVIEW database that has powered the Real Rate Report for years, now encompassing over \$200B+ in anonymized, approved legal invoice data. As with previous Real Rate Reports, our data is sourced from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters. This level of granularity gives legal departments and law firms the precision they need to identify areas of opportunity.

What's different with DynamicInsights?

Same source, same methodology: DynamicInsights uses the same rigorous data validation and methodology as the Real Rate Report.

- **Enhanced flexibility:** With dynamic filters, DynamicInsights enables users to tailor benchmarks to their unique needs and on demand.
- **Full year data:** DynamicInsights now aligns to a calendar year view—January through December—replacing the previous July-to-June format used in the Real Rate Report, reducing confusion and improving consistency across reporting periods.
- **More up to date:** Unlike the annual and static Real Rate Report, DynamicInsights is refreshed quarterly, offering more timely insights.
- **Digital-first access:** Delivered via a secure online interface, users can interact with the data, bookmark views, and share insights in real time.

DynamicInsights provides the same level of credibility and analytical power long trusted in the Real Rate Report with more agility and transparency for today's legal environment.

2025 Real Rate Report use considerations

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in DynamicInsights and this report are derived from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Legal departments might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Examples of data to consider when reviewing rates:

- **Industry** – Compare spend and rate trends across various industries
- **Practice area** – Analyze cost variations in different legal practice areas
- **Detailed practice area** – Drill down into niche legal specialties for precise benchmarking
- **Am Law** – Benchmark against top-ranked law firms for competitive rate analysis
- **City** – Understand rate trends in specific metropolitan areas
- **Country** – Gain a global perspective on legal costs and spend management
- **Role** – Assess legal spend distribution across different law firm roles

Real Rate Report Overview

Understanding key statistical terms

To help interpret the legal rate data presented in DynamicInsights and this report, it's important to understand the statistical measures used. Below are definitions of the core metrics:

- **Mean (average):** The sum of all rate values divided by the total number of values added. It provides a general sense of the central tendency of the rates but can be influenced by extreme values (outliers).
- **Median:** The middle value when all rates are arranged in ascending order. If there is an even number of rates being analyzed, the median is the average of the two middle rates. It is a robust measure of central tendency of rates that is less affected by outliers.
- **First quartile (Q1):** The value below which 25% of the rates fall. It marks the lower boundary of the middle 50% of the rates and helps identify the lower range of typical values.
- **Third quartile (Q3):** The value below which 75% of the rates fall. It marks the upper boundary of the middle 50% of the rates and helps identify the upper range of typical values.
- **n:** The number of unique timekeepers contributing to the data.

These metrics are used to provide a more nuanced view of legal rates, helping users identify trends, outliers, and benchmarks across various dimensions.

See clearly. Spend wisely.

Step into the future of legal spend management with responsibly developed AI-powered solutions.



Our innovative Total Spend Management approach leverages AI-powered capabilities to empower intelligent workflows and improved outcomes.



Up to 10% savings on legal spend



Up to 20% improvement in billing guideline compliance



Increased efficiencies free up time for more value-add work

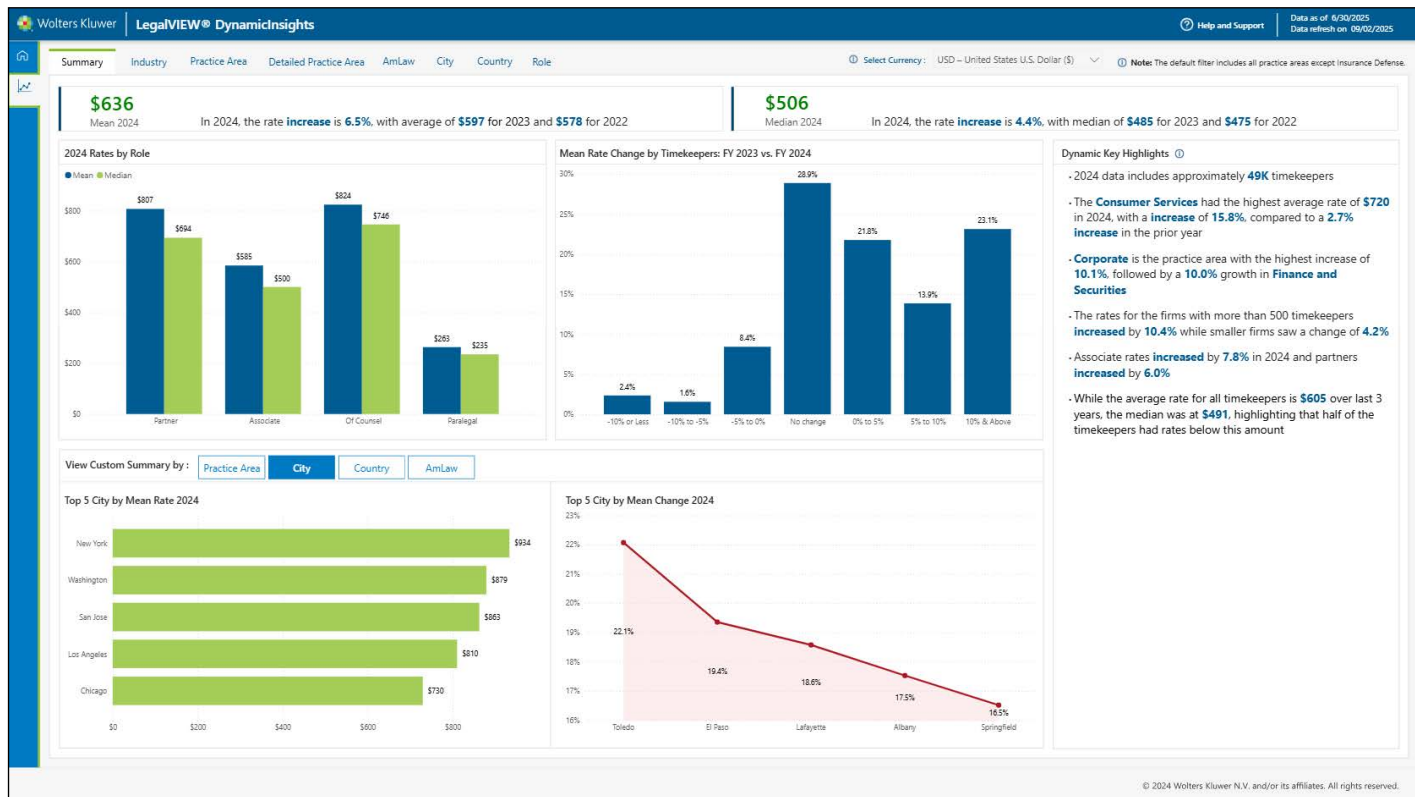
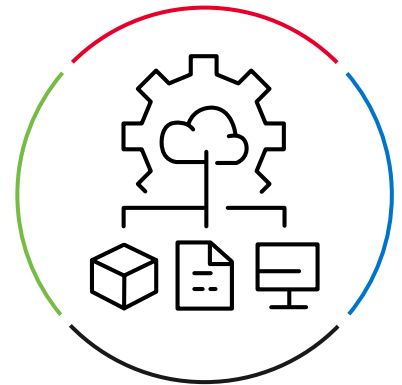


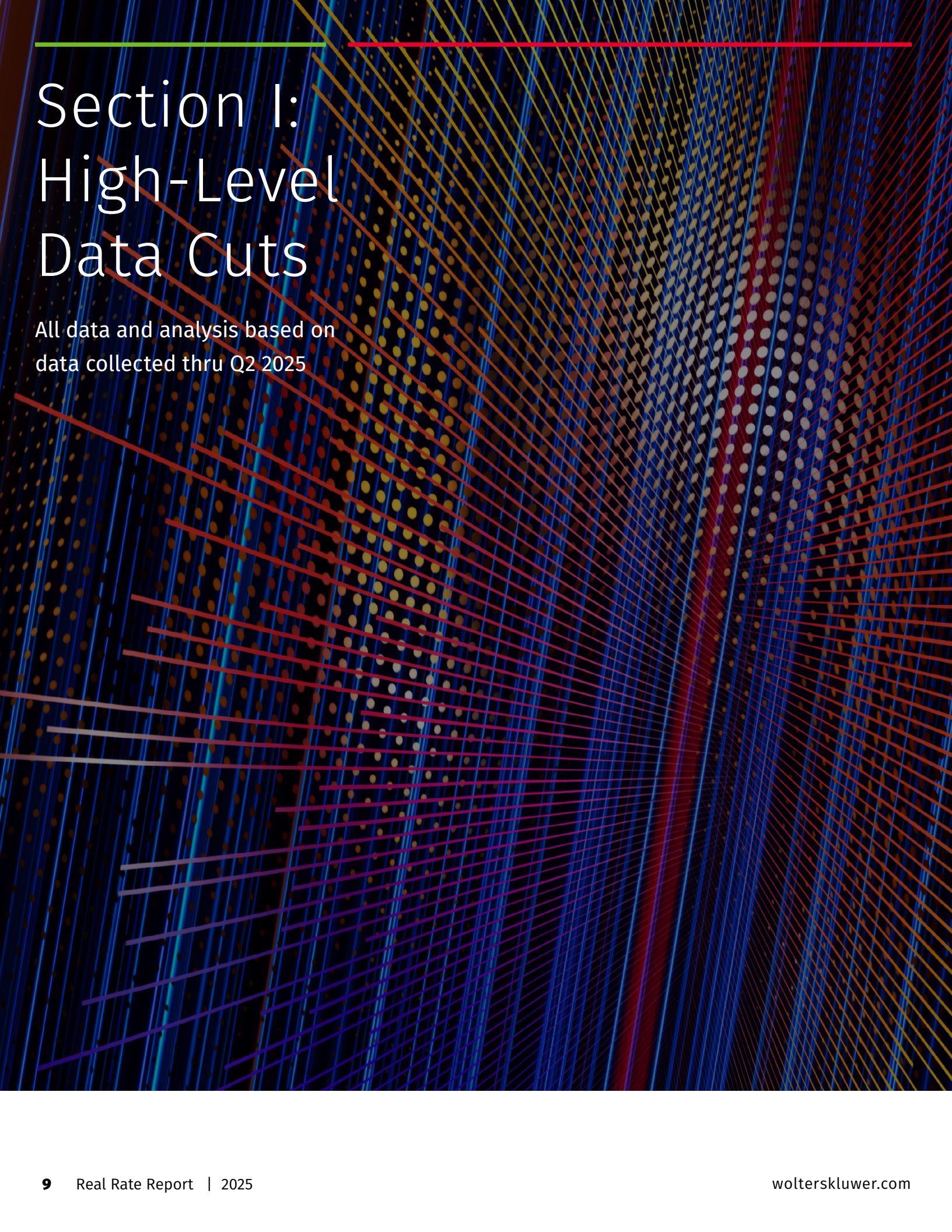
LegalVIEW® DynamicInsights

Legal rates keep climbing and 2026 will be no exception. Stay ahead with award-winning insights designed to give your team the edge in every negotiation.

Data that wins awards...and rate negotiations

- **Unmatched Data Power:** Leverages over **\$200B** in invoice-backed legal spend data to deliver deep, actionable insights.
- **Strategic Legal Spend Management:** Empowers legal teams to negotiate smarter, plan more effectively, and control costs with greater precision.
- **Enhanced Transparency & Collaboration:** Strengthens law firm-client relationships through data-driven transparency and benchmarking.
- **Insight-Driven Decision Making:** Enables analysis across key dimensions to support strategic negotiations and financial optimization.





Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2025

Section I: High-Level Data Cuts

Cities
By Role

2025 Real Rates for Associate and Partner

Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2025	2024	2023
Los Angeles CA	Partner	565	\$517	\$925	\$1,365	\$993	\$979	\$913
	Associate	518	\$485	\$720	\$982	\$761	\$741	\$684
Louisville KY	Partner	32	\$291	\$395	\$500	\$411	\$395	\$380
	Associate	19	\$275	\$290	\$342	\$304	\$274	\$268
Madison WI	Partner	10	\$275	\$420	\$491	\$420	\$443	\$563
Memphis TN	Partner	22	\$325	\$394	\$470	\$404	\$428	\$387
Miami FL	Partner	191	\$250	\$525	\$733	\$547	\$570	\$575
	Associate	128	\$175	\$330	\$479	\$357	\$389	\$393
Milwaukee WI	Partner	32	\$364	\$459	\$649	\$524	\$581	\$525
	Associate	18	\$322	\$455	\$690	\$498	\$462	\$404
Minneapolis MN	Partner	138	\$475	\$694	\$918	\$692	\$673	\$637
	Associate	111	\$333	\$450	\$620	\$485	\$467	\$432

Section I: High-Level Data Cuts

Cities
By Years of Experience

2025 Real Rates for Partner						Trend Analysis - Mean		
City	Years of Experience	n	First Quartile	Median	Third Quartile	2025	2024	2023
Phoenix AZ	21 or More Years	25	\$350	\$490	\$674	\$559	\$499	\$540
Pittsburgh PA	Fewer Than 21 Years	41	\$501	\$600	\$810	\$669	\$658	\$599
	21 or More Years	72	\$480	\$691	\$860	\$705	\$733	\$669
Portland ME	21 or More Years	18	\$386	\$435	\$484	\$418	\$421	\$381
Portland OR	Fewer Than 21 Years	17	\$402	\$465	\$525	\$599	\$536	\$509
	21 or More Years	32	\$470	\$525	\$639	\$594	\$607	\$553
Raleigh NC	21 or More Years	12	\$396	\$475	\$510	\$489	\$477	\$477
Richmond VA	Fewer Than 21 Years	10	\$604	\$703	\$855	\$707	\$746	\$687
	21 or More Years	24	\$431	\$713	\$1,084	\$739	\$756	\$726
Salt Lake City UT	Fewer Than 21 Years	12	\$395	\$447	\$459	\$422	\$445	\$412
	21 or More Years	16	\$350	\$463	\$521	\$480	\$433	\$407
San Diego CA	21 or More Years	33	\$438	\$785	\$1,334	\$894	\$898	\$882



Section II: Industry Analysis

All data and analysis based on
data collected thru Q2 2025

Section II: Industry Analysis

Consumer Services

By Detailed Practice Area and
Matter Type

2025 - Real Rates for Associate and Partner

Trend Analysis - Mean

Practice Area	Matter Type	Role	n	First Quartile	Median	Third Quartile	2025	2024	2023
Employment and Labor: Discrimination, Retaliation and Harassment / EEO	Litigation	Partner	27	\$393	\$495	\$613	\$509	\$463	\$436
		Associate	19	\$400	\$475	\$493	\$437	\$387	\$370
Employment and Labor: Other	Litigation	Partner	24	\$564	\$692	\$1,252	\$956	\$782	\$683
		Associate	14	\$384	\$469	\$564	\$553	\$484	\$458
	Non-Litigation	Partner	25	\$450	\$574	\$695	\$579	\$573	\$548
		Associate	25	\$397	\$450	\$525	\$465	\$472	\$456
Intellectual Property: Patents	Non-Litigation	Partner	41	\$350	\$595	\$691	\$605	\$652	\$634
		Associate	51	\$208	\$373	\$517	\$382	\$378	\$389
Real Estate: Leasing	Non-Litigation	Partner	17	\$410	\$539	\$865	\$616	\$664	\$667
		Associate	10	\$278	\$404	\$617	\$482	\$444	\$478
Real Estate: Other	Non-Litigation	Partner	58	\$480	\$626	\$940	\$694	\$612	\$540
		Associate	39	\$320	\$460	\$733	\$503	\$468	\$415

EXHIBIT 8

Free Newsletter Sign Up

Business & Practice

Big Law Rates Topping \$2,000 Leave Value ‘In Eye of Beholder’

By Roy Strom

Column

June 9, 2022, 2:30 AM

Welcome back to the Big Law Business column on the changing legal marketplace written by me, Roy Strom. Today, we look at a new threshold for lawyers' billing rates and why it's so difficult to put a price on high-powered attorneys. Sign up to receive this column in your inbox on Thursday mornings. Programming note: Big Law Business will be off next week.

Some of the nation's top law firms are charging more than \$2,000 an hour, setting a new pinnacle after a two-year burst in demand.

Partners at Hogan Lovells and Latham & Watkins have crossed the threshold, according to court documents in bankruptcy cases filed within the past year.

Other firms came close to the mark, billing more than \$1,900, according to the documents. They include Kirkland & Ellis, Simpson Thacher & Bartlett, Boies Schiller Flexner, and Sidley Austin.

Simpson Thacher & Bartlett litigator Bryce Friedman, who helps big-name clients out of jams, especially when they're accused of fraud, charges \$1,965 every 60 minutes, according to a court document.

In need of a former acting US Solicitor General? Hogan Lovells partner Neal Katyal bills time at \$2,465 an hour. Want to hire famous litigator David Boies? That'll cost \$1,950 an hour (at least). Reuters was first to report their fees.

Eye-watering rates are nothing new for Big Law firms, which typically ask clients to pay higher prices at least once a year, regardless of broader market conditions.

"Value is in the eye of the beholder," said John O'Connor, a San Francisco-based expert on legal fees. "The perceived value of a good lawyer can reach into the multi-billions of dollars."

Kirkland & Ellis declined to comment on its billing rates. None of the other firms responded to requests to comment.

Charge It Up

Big Law firms are crossing the \$2,000-an-hour threshold after two years of surging rates driven by an increase in demand for lawyers.

Firm	Highest Billing Rate
Hogan Lovells	\$2,465
Latham & Watkins	\$2,075
Kirkland & Ellis	\$1,995
Simpson Thacher & Bartlett	\$1,965
Boies Schiller Flexner	\$1,950
Sidley Austin	\$1,900

Source: Court documents

Bloomberg Law

Law firms have been more successful raising rates than most other businesses over the past 15 years.

Law firm rates rose by roughly 40 percent from 2007 to 2020, or just short of 3 percent per year, Thomson Reuters Peer Monitor data show. US inflation rose by about 28% during that time.

The 100 largest law firms in the past two years achieved their largest rate increases in more than a decade, Peer Monitor says. The rates surged more than 6% in 2020 and grew another 5.6% through November of last year. Neither level had been breached since 2008.

The price hikes occurred during a once-in-a-decade surge in demand for law services, which propelled profits at firms to new levels. Fourteen law firms reported average profits per equity partner in 2021 over \$5 million, according to data from The American Lawyer. That was up from six the previous year.

The highest-performing firms, where lawyers charge the highest prices, have outperformed their smaller peers. Firms with leading practices in markets such as mergers and acquisitions, capital markets, and real estate were forced to turn away work at some points during the pandemic-fueled surge.

Firms receive relatively tepid pushback from their giant corporate clients, especially when advising on bet-the-company litigation or billion-dollar deals.

The portion of bills law firms collected—a sign of how willingly clients pay full-freight—rose during the previous two years after drifting lower following the Great Financial Crisis. Collection rates last year breached 90% for the first time since 2009, Peer Monitor data show.

Professional rules prohibit lawyers from charging “unconscionable” or “unreasonable” rates. But that doesn’t preclude clients from paying any price they perceive as valuable, said Jacqueline Vinaccia, a San Diego-based lawyer who testifies on lawyer fee disputes.

Lawyers’ fees are usually only contested when they will be paid by a third party.

That happened recently with Hogan Lovells’ Katyal, whose nearly \$2,500 an hour fee was contested in May by a US trustee overseeing a bankruptcy case involving a Johnson & Johnson unit facing claims its talc-based powders caused cancer.

The trustee, who protects the financial interests of bankruptcy estates, argued Katyal’s fee was more than \$1,000 an hour higher than rates charged by lawyers in the same case at Jones Day and Skadden Arps Slate Meagher & Flom.

A hearing on the trustee’s objection is scheduled for next week. Hogan Lovells did not respond to a request for comment on the objection.

Vinaccia said the firm’s options will be to reduce its fee, withdraw from the case, or argue the levy is reasonable, most likely based on Katyal’s extensive experience arguing appeals.

Still, the hourly rate shows just how valuable the most prestigious lawyers’ time can be—even compared to their highly compensated competitors.

“If the argument is that Jones Day and Skadden Arps are less expensive, then you’re already talking about the cream of the crop, the top-of-the-barrel law firms,” Vinaccia said. “I can’t imagine a case in which I might argue those two firms are more reasonable than the rates I’m dealing with.”

Worth Your Time

On Cravath: Cravath Swaine & Moore is heading to Washington, opening its first new office since 1973 by hiring former heads of the U.S. Securities and Exchange Commission and Federal Deposit Insurance Corporation. Meghan Tribe reports the move comes as Big Law firms are looking to add federal government expertise as clients face more regulatory scrutiny.

On Big Law Promotions: It’s rare that associates get promotions to partner in June, but Camille Vasquez is now a Brown Rudnick partner after she shot to fame representing Johnny Depp in his defamation trial against ex-wife Amber Heard.

On Working From Home: I spoke this week with Quinn Emanuel’s John Quinn about why he thinks law firm life is never going back to the office-first culture that was upset by the pandemic. Listen to the podcast [here](#).



That's it for this week! Thanks for reading and please send me your thoughts, critiques, and tips.

To contact the reporter on this story: Roy Strom in Chicago at rstrom@bloomberglaw.com

To contact the editors responsible for this story: Chris Opfer at copfer@bloomberglaw.com; John Hughes at jhughes@bloombergindustry.com

Documents

[Trustee's Objection](#)

Related Articles

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Dec. 9, 2021, 3:00 AM

[Never Underestimate Big Law's Ability to Raise Billing Rates](#)

Aug. 12, 2021, 3:00 AM

Law Firms

Simpson Thacher
Hogan Lovells
Jones Day
Skadden
Sidley Austin
Quinn Emanuel
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Latham & Watkins
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Boies Schiller Flexner

Topics

expert fees
compensation of bankruptcy attorney
acquisitions
U.S. trustees
financial markets
client-paid legal fees
data breaches

Companies

Johnson & Johnson
Thomson Reuters Corp

EXHIBIT 9



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Aggrieved Members	500
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	500
Subtotal Admin Only	\$5,950.00

Not-to-Exceed Total \$5,950.00

For 500 Aggrieved Members

Pricing Good for Scope of Estimate Only

September 25, 2025

Case: Ortiz v. Southern California Medical Center PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 800-523-5773

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Arman A. Salehi, Esq.

Firm: Wilshire Law Firm, PLC

Contact Number: (213) 381-9988 Ext. 1117

Email: arman.salehi@wilshirelawfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 500 Aggrieved Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one

spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$70.50	1	\$70.50
Call Center & Long Distance	\$1.00	50	\$50.00
NCOA (USPS)	\$125.00	1	\$125.00
Static Website	\$250.00	1	\$250.00
Total			\$995.50

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.70	500	\$350.00
Notice and Check Packet	\$1.50	500	\$750.00
Estimated Postage (up to 1 oz.)*	\$0.74	500	\$370.00
Total			\$1,720.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$50.00	2		\$100.00
Skip Tracing Undeliverables	\$1.00	50		\$50.00
Remail Notice Packets	\$1.50	50		\$75.00
Estimated Postage	\$0.74	50		\$37.00
Programming Undeliverables	\$50.00	2		\$100.00
			Total	\$362.00

Database Programming

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Claims Database	\$125.00	1		\$125.00
Case Manager	\$125.00	1		\$125.00
			Total	\$250.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$125.00	1		\$125.00
Disbursement Review	\$125.00	1		\$125.00
Programming Manager	\$95.00	1		\$95.00
QSF Bank Account & EIN	\$100.00	2		\$200.00
Check Run Setup & Printing	\$125.00	2		\$250.00
			Total	\$795.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item Estimate	
Case Supervisor	\$125.00	3	\$375.00	
Remail Undeliverable Checks (Postage Included)	\$2.25	50	\$112.50	
Reconcile Uncashed Checks	\$75.00	4	\$300.00	
Conclusion Reports	\$125.00	2	\$250.00	
Case Manager Conclusion	\$125.00	1	\$125.00	
Final Reporting & Declarations	\$125.00	1	\$125.00	
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$540.00	1	\$540.00	
Total			\$1,827.50	

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$5,950.00



CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.